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7 **IN THE UNITED STATES BANKRUPTCY COURT**  
8 **FOR THE DISTRICT OF ARIZONA**  
9

10 In re:

11 GREGORY ANTHONY EVANS AND  
12 ROXANE RANEE EVANS,

13 Debtors.  
14  
15

In Proceedings Under Chapter 13

Case No. 2:11-bk-03734-SSC

**LIMITED OBJECTION OF HINES  
TWO RENAISSANCE SQUARE LP  
TO CHAPTER 13 PLAN AND  
APPLICATION FOR PAYMENT OF  
ADMINISTRATIVE EXPENSES AND  
STATEMENT OF POSITION**

16 This Limited Objection and Statement of Position (the "Limited Objection") is  
17 filed by HINES TWO RENAISSANCE SQUARE LP ("Hines"), a creditor and party-in-interest  
18 in the above captioned Chapter 13 case of GREGORY ANTHONY EVANS AND ROXANE  
19 RANEE EVANS ("Debtors"). Hines objects, on a limited basis, to the "Chapter 13 Plan and  
20 Application for Payment of Administrative Expenses" [Docket No. 17] (the "Plan") filed by the  
21 Debtors on March 1, 2011. Specifically, Hines objects to the Debtors' assumption of a purported  
22 Business Office Lease (the "Lease Agreement") under the Plan. The Debtors identify Hines as  
23 the landlord to the Lease Agreement. Hines is unaware of any existing Lease Agreement with  
24 the Debtors.

25 After the filing of the Plan, counsel for Hines contacted Debtors' counsel and  
26 requested additional information regarding the Lease Agreement, and Debtors purported

1 assumption thereof. Despite repeated attempts, Hines has been unable to obtain an answer from  
2 Debtors' counsel regarding the nature of the Lease Agreement purportedly assumed in the Plan,  
3 including any terms and conditions related thereto. Pursuant to 11 U.S.C. § 1322(a)(7), the Plan  
4 must comply with the terms of 11 U.S.C. § 365 with respect to the assumption of unexpired  
5 leases. However, because the terms of the Lease Agreement are unknown, neither Hines nor the  
6 Court can determine if the Debtors have complied with the requirements of the Bankruptcy Code,  
7 including 11 U.S.C. § 365. Under 11 U.S.C. § 1325, the Plan may not be confirmed unless it  
8 complies with all applicable provisions of the Bankruptcy Code. Thus, without clarification from  
9 the Debtors, the Court should not confirm the Plan.

10 Accordingly, Hines files this Limited Objection to preserve its rights, and hereby  
11 objects to confirmation of the Plan. Hines further objects to the assumption of the Lease  
12 Agreement, and any other action by the Debtors that may affect the rights of Hines, unless and  
13 until the terms of the Lease Agreement are revealed and Hines is given the opportunity to respond  
14 accordingly.

15 WHEREFORE, Hines requests the Court enter an order denying confirmation of  
16 the Plan; directing that all of Hines' rights with respect to the Debtors are preserved pending  
17 resolution of the matters raised in this Limited Objection; and granting Hines such further relief  
18 as the Court deems just and proper under the facts of this case.

19 RESPECTFULLY SUBMITTED this 25th day of March, 2011.

20 QUARLES & BRADY LLP  
21 One Renaissance Square  
22 Two North Central Avenue  
23 Phoenix, AZ 85004-2391

24 By /s/ Arturo A. Thompson  
Arturo A. Thompson

25 Attorneys for HINES TWO RENAISSANCE  
26 SQUARE LP

1 COPIES of the foregoing sent via  
2 e-mail or first-class U.S. mail this  
25th day of March, 2011, to:

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17  
18 /s/ Sybil Taylor Aytch  
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